



## Educational Service Unit #8

302 Main Street • P.O. Box 89 • Neligh, NE 68756-0089

Phone: 402-887-5041

Fax: 402-887-4604

E-mail: [rpeck@esu8.org](mailto:rpeck@esu8.org)

Providing Supplementary Services to the Schools in the Counties  
of Antelope, Boyd, Holt, Madison, Pierce, Stanton, and Wheeler

January 3, 2007

TO: Federal Communications Commission (FCC)  
Office of the Secretary  
236 Massachusetts Avenue, NE, Suite 110  
Washington, DC 20002

RECEIVED & INSPECTED

JAN 23 2007

FCC - MAILROOM

RE: CC Docket No. 96-45  
CC Docket No. 02-6  
"Request for Review"

Educational Service Unit 8  
Billed Entity Number 138632  
Form 471 Application Number 500386

Nigel Buss  
302 Main Street  
PO Box 89  
Neligh, NE 68756-0089

Voice: 402-887-5041  
Fax: 402-887-9011  
Email: [nbuss@esu8.org](mailto:nbuss@esu8.org)

Enclosures:  
SLD Administrator's Decision on Appeal-Funding Year 2006-2007  
SLD "Letter of Appeal" Packet

Thank you for your time and effort.

402-887-5041 0  
UNABE

### BOARD MEMBERS

Dan Garner, Osmond, Pres.  
Robert Schulz, Norfolk  
Bruce Hild, Neligh  
Connie Kaup, Neligh

Craig Brewster, Butte  
Bob Chilcoat, Jr., Stanton  
Larry Kaczor, Bartlett

Dave Sullivan, Elgin  
Glen Leffers, Meadow Grove  
Tim Lambert, Chambers, V. Pres.  
Jack Prater, Norfolk, Secy.



Universal Service Administrative Company  
Schools & Libraries Division

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**Administrator's Decision on Appeal – Funding Year 2006-2007**

December 07, 2006

Randall Peck  
Educational Service Unit #8  
302 Main Street  
P.O. Box 89  
Neligh, NE 68756-0089

Re: Applicant Name: EDUCATIONAL SERVICE UNIT NO.8  
Billed Entity Number: 138632  
Form 471 Application Number: 500386  
Funding Request Number(s): 1376712  
Your Correspondence Dated: September 19, 2006

After thorough review and investigation of all relevant facts, the Schools and Libraries Division (SLD) of the Universal Service Administrative Company (USAC) has made its decision in regard to your appeal of USAC's Funding Year 2006 Funding Commitment Decision Letter for the Application Number indicated above. This letter explains the basis of USAC's decision. The date of this letter begins the 60 day time period for appealing this decision to the Federal Communications Commission (FCC). If your Letter of Appeal included more than one Application Number, please note that you will receive a separate letter for each application.

Funding Request Number(s): 1376712  
Decision on Appeal: **Denied**  
Explanation:

- Upon thorough review of the appeal letter and the relevant documentation, USAC has determined that, on April 3, 2006, the authorized contact was requested to provide all documentation or Letters of Agency (LOAs) for all entities in Block 4 of all Form 471 applications that were filed. The request stated that the documentation or LOAs must describe that the entities are a member of the Consortium and authorized participation in the filing of this application on their behalf. The request also stated that the document had to include information such as the timeframe the Consortium will be in effect. The request further stated that the timeframe must cover the current fund year. On April 10, 2006, all of the LOAs were provided. None of these LOAs include the specific timeframe that is covered. Program rules require that Letters of Agency must specify the

timeframe that is covered. Program rules also do not permit USAC to accept new information on appeal except where an applicant was not given the opportunity to provide information during the initial review or an error was made by USAC. You have failed to provide evidence that USAC has erred in its decision.

- During the Program Integrity Assurance review of your Form 471 application you were asked to provide evidence of your authority to file Forms 471 on behalf of, or evidence of the membership of, all the members included in the consortium. USAC denied your application because you failed to provide proof of your authorization to represent all entities for which services were sought and/or proof of their membership in the consortium. In your appeal, you did not show that the USAC's determination was incorrect. Consequently, your appeal is denied.
- You failed to provide evidence of your authority to file FCC Forms 471 on behalf of, or evidence of, the membership of all the members included in this consortium. FCC Rules require that the Form 471 shall be signed by the person authorized to order telecommunications and other supported services for the eligible schools or libraries or the consortium. The Form 471 shall include that person's various certifications under oath, submitted on behalf of eligible entities applying for discounts. 47 C.F.R. sec. 54.504 (c)(1). During the course of the application review, USAC may seek documentation to confirm the consortium leader's authorization to represent all entities in the application, proof of each entity's membership in the consortium and their knowledge of filing of the applicable Form(s) 471 on their behalf. The FCC has affirmed USAC's authority to require consortia leaders to produce Letters of Agency from each of its members expressly authorizing the consortium leader to submit an application on its behalf. See Request for Review by Project Interconnect, Federal-State Joint Board on Universal Service, Changes to the Board of Directors of the National Exchange Carrier Association, Inc., CC Docket Nos. 96-45 and 97-21, Order, DA 01-1620 paras. 8-9 (rel. Jul. 11, 2001) See Instructions for Completing the Schools and Libraries Universal Service, Services Ordered and Certification Form (FCC Form 471), OMB 3060-0806 at Item 33.

If your appeal has been approved, but funding has been reduced or denied, you may appeal these decisions to either USAC or the FCC. For appeals that have been denied in full, partially approved, dismissed, or canceled, you may file an appeal with the FCC. You should refer to CC Docket No. 02-6 on the first page of your appeal to the FCC. Your appeal must be received or postmarked within 60 days of the date on this letter. Failure to meet this requirement will result in automatic dismissal of your appeal. If you are submitting your appeal via United States Postal Service, send to: FCC, Office of the Secretary, 445 12th Street SW, Washington, DC 20554. Further information and options for filing an appeal directly with the FCC can be found in the "Appeals Procedure" posted in the Reference Area of the SLD section of the USAC website or by contacting the Client Service Bureau. We strongly recommend that you use the electronic filing options.

We thank you for your continued support, patience and cooperation during the appeal process.

Schools and Libraries Division  
Universal Service Administrative Company



## Educational Service Unit #8

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Providing Supplementary Services to the Schools in the Counties  
of Antelope, Boyd, Holt, Madison, Pierce, Stanton, and Wheeler

Date: September 19, 2006

TO: USAC/Schools & Libraries Division

FR: Nigel Buss

RE: Letter of Appeal for Form 471 Number 500386 for Funding Year 2006

1. Nigel Buss  
Educational Service Unit No 8  
Third and Main  
P.O. Box 89  
Neligh, NE 68756-0089  
Voice: 402-887-5041  
Fax: 402-887-9011  
Email: [nbuss@esu8.org](mailto:nbuss@esu8.org)

2. **This is a Letter of Appeal**

- Appellant Name: Randall Peck
- Application Name: Educational Service Unit No 8
- BEN: 138632
- 471 Application Number: 500386 "Funding Commitment Letter for Funding Year 2006"
- "Unauthorized Consortium Members. Funding was denied because a substantial number of the Letters of Agency or other documentation authorizing the filing of the Form 471 did not specify the timeframe during which the LOA was in effect.

3. Letter of Appeal Documentation

- A. Educational Service Unit No 8 is a Nebraska multi-county educational agency with statutory responsibilities to provide K-12 school districts with educational services.
- B. Please see document signed by the Northeast Nebraska Learner's Academy Superintendents stating that they are an authorized consortium

### BOARD MEMBERS

Dan Garner, Osmond, Pres.  
Robert Schulz, Norfolk  
Bruce Hild, Neligh  
Connie Kaup, Neligh

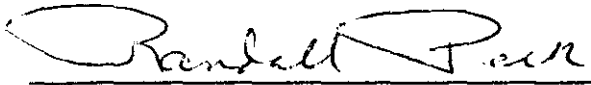
Craig Brewster, Butte  
Bob Chilcoat, Jr., Stanton  
Larry Kaczor, Bartlett

Dave Sullivan, Elgin  
Glen Leffers, Meadow Grove  
Tim Lambert, Chambers, V. Pres.  
Jack Prater, Norfolk, Secy.

of K-12 school districts and that Educational Service Unit 8 has authorization to file all necessary USAC/SLD forms.

- C. Please see Northeast Nebraska Learner's Academy Inter-Local Agreement and By-Laws.
- D. Please see 5 years of USAC/SLD Form 471's, Block 5: Discount Funding Requests showing the same 470 Application Number with appropriate service start dates.
- E. Please see Qwest Communications on-going multi-year contract, the same amount each year.
- F. Please see Qwest Communications bill.

Thank you for your time and consideration.

  
Authorized signature

9-20-06  
date

## Educational Service Unit #8

### Mission Statement

The mission of Educational Service Unit #8, a multi-functional, intermediate educational organization, is to provide exemplary leadership and an array of supplementary services as identified and requested by member school districts to enhance educational opportunities, pursue excellence in teaching, and foster life-long learning through a quality educational partnership.

ESU #8 provides supplementary services to 70 school districts including Class I districts, Class II districts, Class III districts, one Class VI district, and non-public schools. The area covers nearly 6,000 square miles and includes over 1,200 teachers and 14,050 students in grades K-12.

The Unit is directed by an elected Board which includes eleven members: one representative from each county and four representatives elected at large. The Board meets on the third Monday of each month.

## Educational Service Unit #8

302 Main, Box 89  
Neligh, NE 68756  
(402) 887-5041  
Fax: (402) 887-4604  
rpeck@esu8.org

### Media Center

212 M Street, Box 89  
Neligh, NE 68756  
(402) 887-4125  
media8@esu8.org

### Central Learning Center

402 P Street  
Neligh, NE 68756  
(402) 887-5559

### Eastern Learning Center

500 Phillip Avenue  
Norfolk, NE 68701  
(402) 371-3454

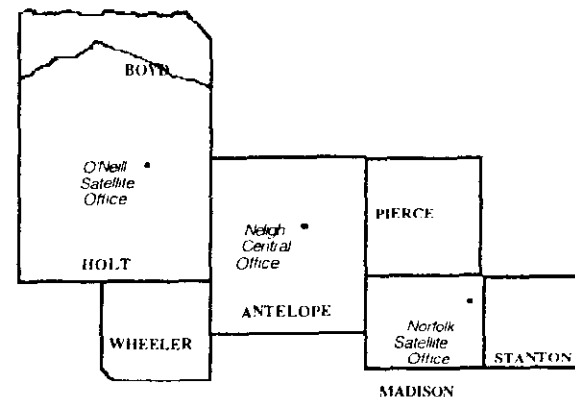
### Western Learning Center

520 East Clay  
O'Neill, NE  
(402) 336-3707



## Educational Service Unit #8

302 Main, Box 89  
Neligh, NE 68756



*Located in Neligh, Nebraska, Educational Service Unit #8 is an intermediate agency providing supplementary education services to K-12 school districts. This Unit services Antelope, Boyd, Holt, Madison, Pierce, Stanton, and Wheeler counties.*

Randy Peck, Administrator  
Jill Bates, Assistant Administrator

A

B.

Date: September 19, 2006

TO: USAC/Schools & Libraries Division

FR: Nigel Buss

RE: Letter of Appeal documentation for Form 471 Number 500386 for Funding Year 2006

The Northeast Nebraska Learner's Academy is an authorized consortium of K-12 school districts. Educational Service Unit 8 is the USAC/SLD billed entity and fiscal agent for the Northeast Nebraska Learner's Academy. The Northeast Nebraska Learner's Academy' Letters of Agency (LOA) are on-going multi-year LOA's based on their "evergreen" Form 470 utilized in past funding years.

Battle Creek Public Schools  
Battle Creek High School

B. Bellan, Supt. 9/19/06  
(Signature of Authorized School Official, Title, Date)

Boone Central Schools  
Boone Central High School

Larry A. Jankow, Supt. 9/19/06  
(Signature of Authorized School Official, Title, Date)

Elkhorn Valley District No. 80  
Elkhorn Valley High School

Ken Marnett, Supt. 9-19-06  
(Signature of Authorized School Official, Title, Date)

Madison Public Schools  
Madison JRSR High School

David X. Melt, Supt. 9/19/06  
(Signature of Authorized School Official, Title, Date)

Neligh-Oakdale Public Schools  
Neligh Oakdale JRSR High School

Jim H. Morgan - Supt. 9-19-06  
(Signature of Authorized School Official, Title, Date)

Newman Grove Public Schools  
Newman Grove High School

Rob P. P. Supt. 9-19-06  
(Signature of Authorized School Official, Title, Date)

Norfolk Public School  
Norfolk Senior High School

Randy A. Nelson - Supt. 9-19-06  
(Signature of Authorized School Official, Title, Date)

Pierce Public Schools  
Pierce High School

Dan S. N. Supt. - 9/19/06  
(Signature of Authorized School Official, Title, Date)

Stanton Community Schools  
Stanton HS Middle School

Chris Stupp - Principal 9/19/06  
(Signature of Authorized School Official, Title, Date)





## INTERLOCAL AGREEMENT

### NORTHEAST NEBRASKA LEARNERS ACADEMY (NNLA) DISTANCE LEARNING PROGRAM

THIS AGREEMENT made and entered into this 12th day of August, 1996 by and between the following school districts and educational service unit all of which are political subdivisions of the State of Nebraska, to wit: School District No. 06-0001, Boone County, Nebraska (Albion School District); School District No. 59-0005, Madison County, Nebraska (Battle Creek School District); School District No. 59-0080, Madison County, Nebraska (Elkhorn Valley School District); School District No. 02-0009, Antelope County, Nebraska (Neligh-Oakdale School District); School District No. 59-0013, Madison County, Nebraska (Newman Grove School District); School District No. 59-0002, Madison County, Nebraska (Norfolk School District); School District No. 70-0002, Pierce County, Nebraska (Pierce School District); School District No. 84-0003, Stanton County, Nebraska (Stanton School District); and Educational Service Unit No. 8 (Fiscal Agent). Said school districts are hereinafter collectively referred to as the "Northeast Nebraska Learners Academy (NNLA)," and are hereinafter referred to individually as "Members", and said educational service unit is hereinafter referred to as "Fiscal Agent." WITNESSETH:

WHEREAS, the parties hereto desire to enter into an Interlocal Agreement pursuant to the Nebraska Interlocal Cooperation Act, Neb. Rev. Stat. §§ 13-801 et. seq. (Reissue 1991) to establish, maintain, and operate a two-way interactive video system for distance learning purposes within the boundaries of the NNLA: and,

WHEREAS, the Members have agreed to cooperatively provide such distance learning services within the boundaries of the NNLA and its respective Members; and,

WHEREAS, the parties hereto have reached an Agreement for jointly providing such services and desire to reduce the terms and conditions of such Agreement to writing;

NOW, THEREFORE, in consideration of the foregoing recitals and the terms and conditions hereinafter set forth, the parties covenant and agree as follows:

1. PURPOSE. The parties hereto agree, pursuant to Neb. Rev. Stat. §§ 13-801, et. seq. (Reissue 1991), to jointly provide the following services within the combined boundaries of the NNLA members:

- (a) The special needs of the NNLA include: (1) providing equity in course offerings, (2) cutting the drop-out rate, (3) using technology to motivate student involvement and equipping them to be lifelong learners, (4) preparing students with work place skills, and (5) providing instructors who have developed specialized skills and abilities needed in a distance learning environment.

- (b) The NNLA will develop the necessary technology to meet the needs listed in (1a).
- (c) To establish, maintain, and operate a two-way interactive video system to provide distance learning services for purposes including, but not limited, to the following: Direct Student Instruction, Curriculum Development, In-service Training, Technical and Vocational Education, Career Education, Special Education, Media Services, Adult and Community Education, and all other areas authorized by law.
- (d) To assist with the integration of technology in the curricula of Member school districts.
- (e) To perform such other and further services as are subsequently agreed upon and evidenced by a written addendum executed on behalf of the Members.

2. MANAGEMENT. NNLA shall be managed and controlled in accordance with the terms and conditions of this Interlocal Agreement and the By-laws adopted by the NNLA on August 12, 1996, a copy of which are attached to this Interlocal Agreement, marked as Exhibit "A", and made a part hereof by this reference. The governing body of each Member shall approve this Interlocal Agreement by Resolution prior to its being signed. A copy of each approving resolution shall be kept on file at the office of NNLA's Fiscal Agent. The Members further agree that Educational Service Unit No. 8 shall be the Fiscal Agent for the NNLA, and provide management to the NNLA.

3. DURATION. The term of this Agreement shall be four (4) years, commencing on August 12, 1996 and terminating on August 11, 2000; provided, however, the term of this Interlocal Agreement may be extended by joint resolution adopted by the Board of Directors of the NNLA and approved by each Member's governing body. Notwithstanding the term hereof, this Interlocal Agreement shall become effective only after all Members have executed this instrument or a counterpart thereof.

4. MANNER OF ACQUIRING AND HOLDING PROPERTY. During the 4-year term of this Interlocal Agreement the NNLA may, through its Fiscal Agent (Educational Service Unit No. 8), lease, purchase, or acquire any real or personal property as may be required for the operation of the NNLA or for the purposes of carrying out this Interlocal Agreement. Any such real or personal property shall be acquired by any legal means and may be acquired from any Member of the NNLA or from any other source. The title to all such real and/or personal property shall be held in the name of the Fiscal Agent. Any and all conveyances of real property owned by or held in the name of the NNLA shall be authorized by Resolution of the NNLA Board and the Board of the Fiscal Agent and shall be executed by the Fiscal Agent's Administrator on behalf of the NNLA. Upon the termination of the 4-year term of this

Interlocal Agreement, each Member shall retain ownership of the personal property and equipment located within that school district.

5. NO SEPARATE ENTITY. The NNLA Board, created hereunder, is not a new or separate legal entity and its powers are limited to those granted by this Interlocal Agreement and by the provisions of the Nebraska Interlocal Cooperation Act.

6A. CONDITIONS FOR PARTICIPATION. The NNLA Board of Directors shall establish the fees, costs, charges, leases, assessments, and other conditons required for participation.

6B. EXPANSION OF MEMBERSHIP. Participation in the NNLA shall be limited to the Members who are parties to this Interlocal Agreement; provided, however, the Members may expand the membership of NNLA by the unanimous consent of all of its then current Members. The NNLA Board of Directors shall receive and consider applications from educational institutions and school districts who request to participate in NNLA's distance learning system.

7. TERMINATION. During the term of this Interlocal Agreement or any subsequent extension hereof, this Interlocal Agreement may be terminated only by three-fourths (3/4) concurring vote of the then Members of the NNLA. Unless this Agreement is terminated by a three-fourths (3/4) concurring vote of the Members, the assets owned by the NNLA may only be liquidated or distributed in kind upon the expiration of the term of this Interlocal Agreement. Except as provided in Paragraph 4 hereof, any such funds or property owned or belonging to the NNLA shall be distributed among the Members on a prorata-basis in proportion to the respective valuation of the taxable real and personal property located within the district boundaries of each Member for the year prior to such termination. Such property may be distributed in cash or in kind, provided, however, if a dispute exists among the Members as to the value of any such property, such items shall be sold by taking bids and selling said property to the highest bidder with the proceeds therefrom being divided as set forth above. The NNLA Board shall make a report of its activities within 120 days after the termination of this Interlocal Agreement and the liquidation of its assets to all Members of the NNLA at the time of said termination and liquidation.

8. AMENDMENT OF AGREEMENT. This Agreement may only be amended by a Resolution adopted by a three-fourths (3/4) vote by the NNLA Board of Directors.

9. HEADINGS. Headings in this Interlocal Agreement are for convenience only and shall not be used to interpret or construe its provisions.

10. GOVERNING LAW. The Agreement shall be construed in accordance with and governed by the laws of the State of Nebraska.

11. COUNTERPARTS. This Interlocal Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall be and constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Interlocal Agreement as of the day and year first above written.

Exhibit "A"

**BY-LAWS OF THE NORTHEAST NEBRASKA LEARNERS ACADEMY**

1. GOVERNANCE. The Board of Directors shall be the superintendents of the Members schools who are responsible to administer and implement the purposes of this Agreement. Each Member shall have one vote on matters coming before the board. A minimum of five Members shall constitute a quorum for the transaction of any NNLA business. All business and acts of NNLA shall be determined by an affirmative vote of a majority of the board members in attendance at a meeting of the NNLA Board of Directors. Meetings of the NNLA Board may be requested by any board member. A written notice of the meeting and agenda shall be provided to the NNLA Board members by mailing the same at least five (5) days prior to each NNLA meeting. The NNLA Project Coordinator shall serve as an ex-officio member of and facilitator for the Board of Directors.

The NNLA Board of Directors will have a Chairperson and a Vice-Chairperson both serving one year terms. The Vice-Chairperson, after serving one year as Vice-Chairperson, will automatically be moved into the Chairperson position and a new Vice-Chairperson will be elected by the NNLA Board of Directors.

- A. Minutes shall be kept at all meetings.
- B. Copies of the minutes will be distributed to all members

2. POWERS. The NNLA Board of Directors shall have such powers as are allowed by the Interlocal Cooperation Act and any amendments thereto, including, but not limited to the following powers:

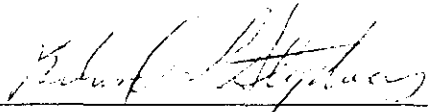
- (A) To make and execute contracts and other Agreements necessary or convenient to the exercise of its powers;
- (B) To make, amend, and repeal by-laws, rules, and regulations to carry out and effectuate its powers and purposes;
- (C) To purchase, lease, plan, develop, construct, equip, maintain and improve equipment, vehicles and other property that may be necessary for the fulfillment of its purposes;
- (D) To employ, lease, or share personnel to provide support and services needed to carry out the purposes of this Agreement;
- (E) To acquire, hold, use, and dispose of other personal property for the purposes of NNLA;

- (F) To make or cause to be made studies and surveys necessary or useful and convenient for carrying out the functions of NNLA.
- (G) To contract with and compensate consultants for professional services including, but not limited to, architects, engineers, planners, lawyers, accountants, and others found necessary or useful and convenient for the stated purposes of NNLA;
- (H) To provide for a system of budgeting, accounting, auditing, and reporting of all NNLA funds and transactions, for a depository, and for the bonding of employees;
- (I) To consult with representatives of federal, state, and local agencies, departments, and their officers and employees and to contract with such agencies and departments;
- (J) To exercise such other powers as are available under the existing law of each Member;
- (K) To accept grants, contributions, and property from and to enter into contracts, leases, or other transactions with municipal, county, state, or the federal government, including any Member; and,
- (L) To receive any money from any source to carry out the purpose of this Agreement.

3. BUDGETING. NNLA shall prepare a budget based on a fiscal year commencing on September 1st and ending August 31st. Such budget shall be adopted by the NNLA Board no later than September 1 of the budget year. Educational Service Unit 8 will act as the Fiscal Agent of the NNLA. All checks, drafts, bills of exchange, notes, or other obligations or orders for the payment of money shall be executed, endorsed, acknowledged, and delivered by Educational Service Unit No. 8. Authorization of payments will be made by the NNLA Board of Directors to Education Service Unit No. 8.

Each school district which is a party to this Agreement agrees to finance the operation of NNLA in the manner hereinafter specified. The funds required to operate NNLA shall be derived from fees charged by NNLA for contracted services provided to school districts and other educational institutions, districts and community organizations- funds received from grants and/or state and federal projects; and such other funds as are lawfully available to NNLA.

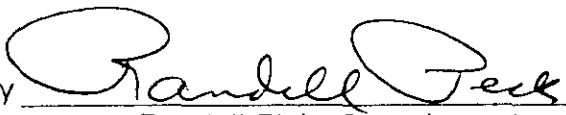
School District No. 06-0001, Boone County,  
Nebraska (Albion School District)

By   
Richard Stephens, Superintendent

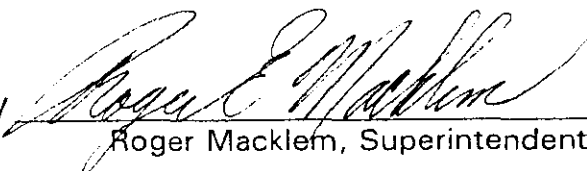
School District No. 59-0005, Madison County,  
Nebraska (Battle Creek School District)

By   
Delno Fuelberth, Superintendent


School District No. 59-0080 - Madison County,  
Nebraska (Elkhorn Valley School District)

By   
Randall Pick, Superintendent

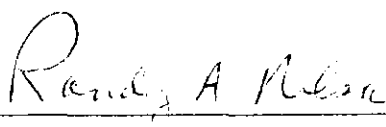
School District No. 02-0009 - Antelope County,  
Nebraska (Neligh-Oakdale School District)

By   
Roger Macklem, Superintendent

School District No. 59-0013 - Madison County,  
Nebraska (Newman Grove School District)

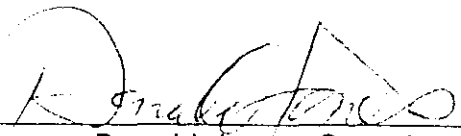
By   
John Habben, Superintendent

School District No. 59-0002 - Madison County,  
Nebraska (Norfolk School District)


By 

Randy Nelson, Superintendent

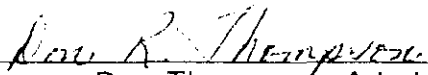
School District No. 70-0002 - Pierce County,  
Nebraska (Pierce School District)

By   
Donald Jones, Superintendent

School District No. 84-0003 - Stanton County,  
Nebraska (Stanton School District)

By   
Don Schmidt, Superintendent

Educational Service Unit No.8 (Fiscal Agent)

By   
Don Thompson, Administrator  
*by Richard Lueker*



Name: NORFOLK SENIOR HIGH SCHOOL  
 Entity Number: 78976

3. Discount: 60%

School Name: PIERCE HIGH SCHOOL  
 2. Entity Number: 79085

3. Discount: 60%

1. School Name: STANTON HIGH SCH MIDDLE SCHOOL  
 2. Entity Number: 79116

3. Discount: 60%

### Block 5: Discount Funding Request(s)

FRN: 1376712 FCDL Date:	
10. Original FRN:	
11. Category of Service: Telecommunications Service	12. 470 Application Number: 408690000116351
13. SPIN: 143005231	14. Service Provider Name: Qwest Corporation
15a. Non-Contracted tariffed/Month to Month Service:	15b. Contract Number: MIN9702110203
15c. Covered under State Master Contract:	15d. FRN from Previous Year: 1073330
16a. Billing Account Number: NEBMS3515W	16b. Multiple Billing Account Numbers?:
17. Allowable Contract Date: 01/08/1999	18. Contract Award Date: 04/17/1997
19a. Service Start Date: 07/01/2006	19b. Service End Date:
20. Contract Expiration Date: 08/15/2007	
21. Attachment #: 1	22. Block 4 Worksheet No.: 732933
23a. Monthly Charges: \$0.00	23b. Ineligible monthly amt.: \$0.00
23c. Eligible monthly amt.: \$0.00	23d. Number of months of service: 12
23e. Annual pre-discount amount for eligible recurring charges ( 23c x 23d): \$0.00	
23f. Annual non-recurring (one-time) charges: \$126,904.00	23g. Ineligible non-recurring amt.: \$0.00
23h. Annual pre-discount amount for eligible non-recurring charges ( 23f - 23g): \$126,904.00	
23i. Total program year pre-discount amount ( 23e + 23h): \$126,904.00	
23j. % discount (from Block 4): 63	
23k. Funding Commitment Request ( 23i x 23j): \$79,949.52	

### Block 6: Certifications and Signature

Application ID: 500386

Do not write in this area.

Entity Number	138632	Applicant's Form Identifier	NNLA9
Contact Person	Nigel Buss	Phone Number	402-887-5041

## Block 4: Worksheets

Worksheet C No: 622832

Entity Count: 9

Sum. Discount (Sum. Column 3): 540%

Shared Discount: 60%

1. School Name: BATTLE CREEK HIGH SCHOOL

2. Entity Number: 79000

3. Discount: 50%

1. School Name: BOONE CENTRAL HIGH SCHOOL

2. Entity Number: 78857

3. Discount: 60%

1. School Name: ELKHORN VALLEY HIGH SCHOOL

2. Entity Number: 79124

3. Discount: 60%

1. School Name: MADISON JR-SR HIGH SCHOOL

2. Entity Number: 79042

3. Discount: 60%

1. School Name: NELIGH OAKDALE JR SR HIGH SCH

2. Entity Number: 79052

3. Discount: 70%

1. School Name: NEWMAN GROVE HIGH SCHOOL

2. Entity Number: 79058

3. Discount: 70%

1. School Name: NORFOLK SENIOR HIGH SCHOOL

2. Entity Number: 78976

3. Discount: 60%

1. School Name: PIERCE HIGH SCHOOL

2. Entity Number: 79085

3. Discount: 50%

1. School Name: STANTON HIGH SCH MIDDLE SCHOOL

2. Entity Number: 79116

3. Discount: 60%

## Block 5: Discount Funding Request(s)

FRN: 1220570 FCDL Date:	
10. Original FRN:	
11. Category of Service: Telecommunications Service	12. 470 Application Number: 408690000116351
13. SPIN: 143005231	14. Service Provider Name: Qwest Corporation
15a. Non-Contracted tariffed/Month to Month Service:	15b. Contract Number: MIN9702110203
15c. Covered under State Master Contract:	15d. FRN from Previous Year: 1073330
16a. Billing Account Number: NEBMS3515W	16b. Multiple Billing Account Numbers?:
17. Allowable Contract Date: 01/08/1999	18. Contract Award Date: 04/17/1997
19a. Service Start Date: 07/01/2005	19b. Service End Date:

Worksheet C No: 524073

Entity Count: 9

Sum. Discount (Sum. Column 3): 560%

Shared Discount: 62%

1. School Name: BATTLE CREEK HIGH SCHOOL  
2. Entity Number: 79000

3. Discount: 50%

1. School Name: BOONE CENTRAL HIGH SCHOOL  
2. Entity Number: 78857

3. Discount: 60%

1. School Name: ELKHORN VALLEY HIGH SCHOOL  
2. Entity Number: 79124

3. Discount: 70%

1. School Name: MADISON JR-SR HIGH SCHOOL  
2. Entity Number: 79042

3. Discount: 60%

1. School Name: NELIGH OAKDALE JR SR HIGH SCH  
2. Entity Number: 79052

3. Discount: 70%

1. School Name: NEWMAN GROVE HIGH SCHOOL  
2. Entity Number: 79058

3. Discount: 70%

1. School Name: NORFOLK SENIOR HIGH SCHOOL  
2. Entity Number: 78976

3. Discount: 60%

1. School Name: PIERCE HIGH SCHOOL  
2. Entity Number: 79085

3. Discount: 50%

1. School Name: STANTON HIGH SCH MIDDLE SCHOOL  
2. Entity Number: 79116

3. Discount: 70%

## Block 5: Discount Funding Request(s)

FRN: 1073330 FCDL Date:	
11. Category of Service: Telecommunications Service	12. 470 Application Number: 408690000116351
13. SPIN: 143005231	14. Service Provider Name: Qwest Corporation fka US West Communications, Inc.
15. Contract Number: MIN9702110203	16. Billing Account Number: NEBMS3515W
17. Allowable Contract Date: 01/08/1999	18. Contract Award Date: 04/17/1997
19a. Service Start Date: 07/01/2004	19b. Service End Date:
20. Contract Expiration Date: 04/17/2007	
21. Attachment #: 1	22. Block 4 Worksheet No.: 524073
23a. Monthly Charges: \$.00	23b. Ineligible monthly amt.: \$.00
23c. Eligible monthly amt.: \$.00	23d. Number of months of service: 12

1. School Name: ELKHORN VALLEY HIGH SCHOOL	3. Discount: 60%
2. Entity Number: 79124	
1. School Name: MADISON JR-SR HIGH SCHOOL	3. Discount: 50%
2. Entity Number: 79042	
1. School Name: NELIGH OAKDALE JR SR HIGH SCH	3. Discount: 70%
2. Entity Number: 79052	
1. School Name: NEWMAN GROVE HIGH SCHOOL	3. Discount: 70%
2. Entity Number: 79058	
1. School Name: NORFOLK SENIOR HIGH SCHOOL	3. Discount: 60%
2. Entity Number: 78976	
1. School Name: PIERCE HIGH SCHOOL	3. Discount: 60%
2. Entity Number: 79085	
1. School Name: STANTON HIGH SCH MIDDLE SCHOOL	3. Discount: 60%
2. Entity Number: 79116	

**Block 5: Discount Funding Request(s)**

<b>FRN:</b> 939286 <b>FCDL Date:</b>	
<b>11. Category of Service:</b> Telecommunications Service	<b>12. 470 Application Number:</b> 408690000116351
<b>13. SPIN:</b> 143005231	<b>14. Service Provider Name:</b> Qwest Corporation fka US West Communications
<b>15. Contract Number:</b> MIN9702110203	<b>16. Billing Account Number:</b> NEBMS3515W
<b>17. Allowable Contract Date:</b> 01/08/1999	<b>18. Contract Award Date:</b> 04/17/1997
<b>19a. Service Start Date:</b> 07/01/2003	<b>19b. Service End Date:</b>
<b>20. Contract Expiration Date:</b> 04/17/2007	
<b>21. Attachment #:</b> 1	<b>22. Block 4 Worksheet No.:</b> 442945
<b>23a. Monthly Charges:</b> \$.00	<b>23b. Ineligible monthly amt.:</b> \$.00
<b>23c. Eligible monthly amt.:</b> \$0.00	<b>23d. Number of months of service:</b> 12
<b>23e. Annual pre-discount amount for eligible recurring charges ( 23c x 23d):</b> \$0.00	
<b>23f. Annual non-recurring (one-time) charges:</b> \$126,904.00	<b>23g. Ineligible non-recurring amt.:</b> \$.00
<b>23h. Annual pre-discount amount for eligible non-recurring charges ( 23f - 23g):</b> \$126,904.00	
<b>23i. Total program year pre-discount amount ( 23e + 23h):</b> \$126,904.00	
<b>23j. % discount (from Block 4):</b> 60	
<b>23k. Funding Commitment Request ( 23i x 23j):</b> \$76,142.40	

**Block 6: Certifications and Signature**

24a. Schools: Y  
24b. Libraries or Library Consortia: N

# Block 5: Discount Funding Request(s)

Block 5, page 1 of 1

Instructions: Use one Block 5 page for EACH service (Funding Request Number) for which you are requesting discounts.

Make as many copies of this page as necessary, and number the completed pages to assure that they are all processed correctly.

FRN #                      (to be assigned by administrator)

<b>11 Category of Service</b> (only ONE category should be checked) <input checked="" type="radio"/> Telecommunications Service <input type="radio"/> Internet Access <input type="radio"/> Internal Connections					<b>15 Contract Number</b> (if available, use "T" if tariffed services, "MTM" if month-to-month services as described in Instructions) <span style="float: right;"><b>MIN 9702110203</b></span>					
					<b>16 Billing Account Number</b> (e.g., billed telephone number) <span style="float: right;"><b>NE BMS3515W</b></span>					
<b>12 Form 470 Application Number</b> (15 digits) <span style="float: right;"><b>408690000116351</b></span>					<b>17 Allowable Vendor Selection/Contract Date</b> (mm/dd/yyyy) (based on Form 470 filing) <span style="float: right;"><b>01/08/1999</b></span>					
<b>13 SPIN - Service Provider Identification Number</b> (9 digits) <span style="float: right;"><b>143005231</b></span>					<b>18 Contract Award Date</b> (mm/dd/yyyy) <span style="float: right;"><b>04/17/1997</b></span>					
					<b>19a Service Start Date</b> (mm/dd/yyyy) <span style="float: right;"><b>07/01/2002</b></span>					
					<b>19b Service End Date</b> (mm/dd/yyyy) (use only for "T" or "MTM" services)					
<b>14 Service Provider Name</b> <b>Qwest Corporation fka US West</b>					<b>20 Contract Expiration Date</b> (mm/dd/yyyy) <span style="float: right;"><b>04/17/2007</b></span>					
<b>21 Description of This Service:</b> You MUST attach a description of the service, including a breakdown of components and costs, plus any relevant brand names. Label this description with an Attachment #, and note number in space provided below. Attachment # <u>1</u>										
<b>22 Entity/Entities Receiving This Service:</b> a. If the service is site-specific (provided to one site and not shared by others), list the Entity Number of the entity from Block 4 receiving this service : _____ b. If the service is shared by all entities on a Block 4 worksheet, list the worksheet number (e.g., A-1): <u>A-1</u>										
<b>23 Calculations</b>										
Recurring Charges					Non-Recurring Charges			Total Charges		
A	B	C	D	E	F	G	H	I	J	K
Monthly \$ charges (total amount per month for service)	How much of the \$ amount in (A) is ineligible?	Eligible monthly pre-discount amount (A minus B)	# of months service provided in program year	Annual pre-discount \$ amount for eligible recurring charges (C x D)	Annual non-recurring (one-time) \$ charges	How much of the \$ amount in (F) is ineligible?	Annual eligible pre-discount \$ amount for one-time charges (F minus G)	Total program year pre-discount \$ amount (E + H)	% discount (from Block 4 Worksheet)	Funding Commitment \$ Request (I x J)
					\$112,804.00	0	\$112,804.00	\$112,804.00	50% 60%	<del>\$62,042.20</del> \$67,692.40

*2/24/02*

U S WEST COMMERCIAL VIDEO DATA SERVICE AGREEMENT  
Intrastate

This is an Agreement between the Northeast Nebraska Learner's Academy ("CUSTOMER") and U S WEST Communications, Inc. ("USWC"), for the provision of U S WEST Commercial Video Data Service ("Service"). This Agreement may refer to CUSTOMER or to USWC separately as a "Party" to this Agreement; or may refer to CUSTOMER and USWC together as the "Parties" to this Agreement.

Service shall be provisioned in compliance with any and all applicable State of Nebraska Tariffs, Price Lists and/or Catalogs ("Tariff") (incorporated herein by this reference) terms, conditions and/or pricing. If any term, condition and/or pricing contained in this Agreement is determined to be in conflict with any applicable Tariff, the Tariff shall prevail.

1. **SCOPE.** USWC shall provide and CUSTOMER shall pay for Service which provides a dedicated, nonswitched, point-to-point intrastate, intraLATA telecommunications service that enables CUSTOMER to use video/audio services which transport a video signal(s) and associated audio and/or data signal(s), as defined herein.

Service is a standard 525-line/ 60-field full motion and full color NTSC (National Television Systems Committee) video signal. Service will transport and deliver a single or multichannel NTSC video signal(s) and associated audio signal(s) using fiber optic transport. Service is furnished on a twenty-four (24) hour per day, seven (7) days per week basis.

Features/Functions/Options:

- a. Two 1.544 Mbps data channels
- b. NTSC - RS -250C Video Format
- c. Point to point or point to multipoint.
- d. Circuits may be provisioned as:  
Video only with two audio channels.
- e. Manual Channel Control
- f. 75 ohm unbalanced electrical interface for baseband video signal.
- g. 600 ohm balanced electrical interface for baseband audio signal.

USWC will design a network and technology solution to meet CUSTOMER's performance needs with System NTSC "End to End" video and audio signal performance referencing ANSI T1.502-1988 utilizing fiber optic end to end facilities.

2. **SERVICE PROVIDED.** USWC will provide and maintain the Service terminating in the locations and quantities noted on Attachment 1.

3. **TERM.**

3.1. This Agreement will commence on the latest signature date below. The term of this Agreement will expire one hundred twenty (120) months from the first installation date of Service (as evidenced by USWC's records).

3.2. If CUSTOMER and USWC mutually agree that the applicable statute is relevant to this Agreement, or if a court of competent jurisdiction or a governmental body determines that the above listed one hundred twenty (120) month term is not in compliance with applicable Nebraska statutes, the following shall apply to this Agreement:  
The term of this Agreement shall be forty-eight (48) months. The term will automatically renew forty-eight (48) months from the first date of Service as defined in Section 3.1 above and as specified by USWC records and this Agreement unless CUSTOMER notifies USWC in writing of its intent to terminate at least thirty (30) days prior to such date. If no such notice is received by USWC, this Agreement shall renew for a term of forty-eight (48) months. Thereafter, if CUSTOMER does not notify USWC in writing of its intent to terminate at least thirty (30) days prior to such date, at the end of that forty-eight (48) month period, this Agreement shall renew for a term of twenty-four (24) months.

3.3. The first installation date shall be the first date Service is provisioned at two (2) or more sites listed on Attachment 1 herein. USWC shall make every reasonable effort to complete installation of the six (6) sites listed on Attachment 1 herein no later than August 1, 1997. USWC shall make every reasonable effort to complete installation of the two (2) sites listed on Attachment 2 herein no later than August 1, 1998. Completion of installation by those dates shall be dependent upon the date CUSTOMER and USWC execute an Agreement for Service.

3.4. If by the end of the term of this Agreement the parties have not executed a mutually acceptable new agreement, Service shall terminate.

4. **CHARGES.**

4.1. CUSTOMER shall pay to USWC the amount of one hundred eighty thousand dollars (\$180,000.00) no later than June 1, 1997. This one-time, nonrefundable, charge is compensation to USWC for the design, development and implementation of Service.

4.2 In addition to the Design, development and implementation charge referenced in Section 4.1 herein, CUSTOMER shall be charged an Annual Service Charge and a nonrecurring installation charge. The first Annual Service Charge will be due to USWC on the first day any two or more of the six (6) sites listed on Attachment 1 herein are provisioned with Service. Thereafter, on an annual basis, USWC shall bill and CUSTOMER shall pay the following Annual Recurring Charge on the anniversary date of the first Annual Service Charge.

Total Rate Stabilized Annual Recurring Charge for sites listed on Attachment 1 herein:	\$84,604.00
Total Nonrecurring/Installation Charge for sites listed on Attachment 1 herein:	\$11,750.00

4.3 CUSTOMER agrees to pay the charges for Service as specified herein. These charges do not include applicable taxes, if any, imposed by law. CUSTOMER shall pay each bill in full in accordance with Nebraska law. Where permitted by law, late payment charges shall be assessed according to Tariff, or law.

4.4 Charges for Services under this Agreement, including any and all discounts to which CUSTOMER may be entitled, will be offered and charged to CUSTOMER independently from and regardless of CUSTOMER's purchase of any customer premises equipment or enhanced services from USWC.

## 5. SERVICE CHANGES.

5.1. MOVES. CUSTOMER may move the physical location of all or part of the Service to another location within the same USWC intrastate intraLATA serving area as this Service, provided the following conditions for the move ("new service") are met: 1) the new service is provided to CUSTOMER by USWC; 2) CUSTOMER advises USWC that the requested new service replaces existing Service; 3) CUSTOMER's requests for the disconnection of the existing Service and the installation of the new service are received by USWC on the same date; 4) CUSTOMER requests USWC to install the new service on or prior to the disconnection date of the existing Service; and 5) Customer agrees to sign appropriate agreements and to pay the then current recurring and nonrecurring charges related to the new service.

5.2. ADDITIONS TO SERVICE. CUSTOMER may request additions to Service and USWC will supply such additions to CUSTOMER, subject to the following conditions:

a. Video/Audio Channels Added to Initial Locations. Any additional channel(s) added to the original locations provided under this initial Agreement will be charged the then current rate for Service in effect at the time additional channels are added. The nonrecurring charge for additional channels will be the then current nonrecurring charge.

b. New Locations. CUSTOMER may request USWC to provide channels at new locations under the following conditions: 1) USWC commercially offers such additions and the necessary facilities are technically and practicably available; 2) the charges for channels at new locations will be the then current charges in effect for Service at the time of such additions and shall correspond to the term of this Agreement.

c. USWC and CUSTOMER agree to execute written amendments to this Agreement for such additions described above.

## 6. CUSTOMER'S RESPONSIBILITIES AND USE OF SERVICE.

6.1. CUSTOMER is responsible for placement, installation, operation, maintenance, repair, and replacement of all inside wire (including riser cable), not owned by USWC, and Customer Premises Equipment ("CPE") that CUSTOMER uses in connection with this Service. Premises wiring and CPE must be compatible with USWC's provision of Service.

6.2. Should any change in inside wiring (including riser cable) not owned by USWC, or CPE, require USWC to redesign Service provided under this Agreement, CUSTOMER will reimburse USWC for all costs incurred by USWC in making such a change. Should Service fail due to inside wiring (including riser cable) not owned by USWC, or CPE, the responsibility for failure will be solely that of CUSTOMER and USWC will have no liability of any kind.

6.3. CUSTOMER is responsible for the content of its communications. Where CUSTOMER's negligence or wrongful actions in using inside wire (including riser cable) not owned by USWC, CPE, or CUSTOMER's communications result in any claim or legal action brought by any nonparty, CUSTOMER will indemnify and hold USWC harmless.

6.4. CUSTOMER understands and agrees that USWC supplies Service as an intrastate, intraLATA telecommunications service, as defined by State and/or Federal Communications Commission ("F.C.C.") regulations, which are incorporated herein by this reference. It is CUSTOMER's responsibility to ensure that CUSTOMER uses Service as an intrastate, intraLATA telecommunications service consistent with such regulations. F.C.C. regulations permit interstate usage of Service if such usage does not exceed 10% of the total usage. If CUSTOMER should use this Service for any other purpose, or if interstate usage exceeds 10%, it is CUSTOMER's responsibility to immediately notify USWC of such use and to place an order for appropriate service. USWC will bill, and CUSTOMER will promptly pay, appropriate monthly recurring charges for such use of and changes to CUSTOMER's telecommunications service including, but not limited to, all applicable USWC Access Tariff F.C.C. No. 5 interstate access charges or intrastate Tariff access charges.

ATTACHMENT 1  
SERVICE LOCATIONS

Site 1:

Norfolk Public Schools  
801 Riverside Blvd.  
Norfolk, NE  
1 Transmit Video Channel with 2 Audio Channels  
3 Receive Video Channels with 2 Audio Channels Each  
2 T1 Access Channels to Switch Site

Site 2:

Neligh Oakdale Schools  
6th & J  
Neligh, NE  
1 Transmit Video Channel with 2 Audio Channels  
3 Receive Video Channels with 2 Audio Channels Each  
2 T1 Access Channels to Switch Site

Site 3:

Elkhorn Valley Schools  
601 South Madison  
Tilden, NE  
1 Transmit Video Channel with 2 Audio Channels  
3 Receive Video Channels with 2 Audio Channels Each  
2 T1 Access Channels to Switch Site

Site 4:

Battle Creek Public Schools  
305 S. 4th  
Battle Creek, NE  
1 Transmit Video Channel with 2 Audio Channels  
3 Receive Video Channels with 2 Audio Channels Each  
2 T1 Access Channels to Switch Site

Site 5:

Pierce Public Schools  
300 S. 1st  
Pierce, NE  
1 Transmit Video Channel with 2 Audio Channels  
3 Receive Video Channels with 2 Audio Channels Each  
2 T1 Access Channels to Switch Site

Site 6:

Stanton Community Schools  
1006 11th Street  
Stanton, NE  
1 Transmit Video Channel with 2 Audio Channels  
3 Receive Video Channels with 2 Audio Channels Each  
2 T1 Access Channels to Switch Site



ATTACHMENT 2  
FUTURE SERVICE LOCATIONS

The following two (2) locations request Service at a future date. These locations will be added to Service subject to the provisions of Section 5 herein:

1.           Albion Public Schools  
             605 6th Street  
             Albion, NE 68620
2.           Newman Grove Public Schools  
             101 South 8th Street  
             Newman Grove, NE 68753

**SUPPLEMENT 2  
TO QWEST COMMERCIAL VIDEO DATA SERVICE AGREEMENT  
Intrastate  
MIN-970211-0203**

Northeast Nebraska Learner's Academy ("Customer") and Qwest Corporation, formerly known as U S West Communications, Inc. ("Qwest"), hereby enter into this Supplement 2 ("Supplement") to the Qwest Commercial Video Data Service Agreement, Agreement Number MIN-970211-0203, between Customer and Qwest, executed April 23, 1997 ("Underlying Agreement").

**Section 1. Purpose of Supplement:**

1.1 The purpose of this Supplement is to add a Service location to the Attachment 1 of the Underlying Agreement.

1.2 The Underlying Agreement will have no further amendments, supplements or addendums.

**Section 2. Service Locations.** To the Attachment 1 of the Underlying Agreement, add the following new Service Location:

Madison Junior & Senior High School  
700 S. Kent  
Madison, NE 68748  
1 Transmit Video Channel with 2 Audio Channels  
3 Receive Video Channels with 2 Audio Channels Each  
2 T1 Access Channels to Switch Site

**Section 3. Charges.**

Customer agrees to pay the following charges for Service at the above listed location.

THE RATES FOR THE CONSORTIUM MEMBER LOCATION LISTED SHALL BE THE FOLLOWING:

Total Rate Stabilized Monthly Recurring Charge: \$ 1,175.00  
Total Nonrecurring/Installation Charge: \$68,190.00

**Section 4. Term.**

The term of this Supplement will expire coterminously with the Underlying Agreement in accordance with Section 3 of the Underlying Agreement.

**Section 5. Terms and Conditions.**

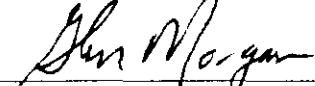
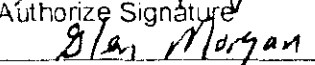
Unless modified herein, all terms and conditions of the Underlying Agreement shall remain in full force and effect and shall apply to this Supplement.

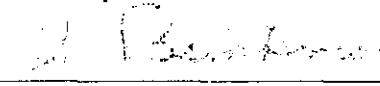
**Section 6. Execution.**

The Parties hereby execute and authorize this Supplement as of the latest date shown below.

Northeast Nebraska Learner's Academy

Qwest Corporation

  
\_\_\_\_\_  
Authorized Signature  
  
\_\_\_\_\_  
Name Typed or Printed  
Secretary/Treasurer  
\_\_\_\_\_  
Title  
5-15-03  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Authorized Signature  
Stephen Brinkmann  
\_\_\_\_\_  
Name Typed or Printed  
Director, Offer Management  
\_\_\_\_\_  
Title  
05/20/03  
\_\_\_\_\_  
Date

Qwest

PAGE 1 OF 2

ACCOUNT NO: NE BMS3515W  
 INVOICE DATE: 09-09-2005

INVOICE NO: A927329-

F.

PREVIOUS BALANCE	- PAYMENTS	+ CURRENT CHARGES	+ LATE CHARGE	= NEW BALANCE	AMOUNT DUE	PAYMENT DUE DATE
.00	.00	135,723.83	.00	135,723.83	135,723.83	10-09-2005

## ANNUAL BILL FOR FIBER OPTIC COMMERCIAL VIDEO SERVICE

BILLING PERIOD AUGUST 1, 2005 - JULY 31, 2006  
 FOR THE FOLLOWING SITES: NORFOLK PUBLIC SCHOOL  
 NELIGH OAKDALE SCHOOLS  
 ELKHORN VALLEY SCHOOLS  
 BATTLE CREEK PUBLIC SCHOOLS  
 PIERCE PUBLIC SCHOOLS  
 STANTON COMMUNITY SCHOOLS  
 BOONE CENTRAL SCHOOLS  
 NEWMAN GROVE PUBLIC SCHOOLS  
 MADISON PUBLIC SCHOOLS

INVOICE A924783 WAS CANCELLED, THIS INVOICE REPLACES IT.

## SUMMARY OF CURRENT CHARGES

	CHARGES
CURRENT CHARGES	\$ 126,904.00
NEBRASKA STATE UNIVERSAL SERVICE FUND	8,819.83
<b>TOTAL CURRENT CHARGES</b>	<b>\$ 135,723.83</b>

IF YOU HAVE ANY QUESTIONS, PLEASE CALL (800) 652-6650

Return this portion with your payment - please write the invoice # on your check.

ACCOUNT NO: NE BMS3515W  
 INVOICE DATE: 09-09-2005

INVOICE NO: A927329-  
 214368 11902193

NEW BALANCE	AMOUNT DUE	PAYMENT DUE DATE
135,723.83	135,723.83	10-09-2005

AMOUNT ENCLOSED: \_\_\_\_\_

## RETURN PAYMENT TO:

QWEST CORPORATION  
 P.O. BOX 2348  
 SEATTLE, WA 98111 2348

ATTN: NIGEL BUSS  
 NE NEBRASKA LEARNERS ACADEMY  
 P.O. BOX 89  
 NELIGH, NE 68756

92214368NE/BMS3515WA9273290909200590001357238300USWC/